



CON 244
Construction Contracting
Lesson 4
Student Guide

May 2016

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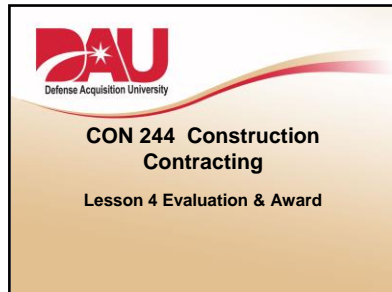
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Lesson 4 – Contract Award

Overview



With the solicitation package complete, the construction contract process enters into the evaluation and award phase.


This lesson will focus on certain aspects of sealed bid and source selection procedures as they relate to construction acquisitions.

Questions to ponder:

What is the purpose of a bid guarantee?

What is the purpose of requiring Bonds?

Lesson Details

	Evaluation & Award
Terminal Learning Objective:	
After receiving bids or proposals in response to a construction solicitation, evaluate bid/proposal documents and select the appropriate construction contract awardee	

Lesson Title Evaluation and Award

Terminal Learning Objective After receiving bids or proposals in response to a construction solicitation, evaluate the appropriate construction contract awardee.

Enabling Learning Objectives

- Determine responsiveness of construction bids.
- Analyze construction contract documents requiring evaluation.
- Evaluate various bids, recommending award.
- Determine sufficiency of bonds.

Time Required 3 hours

Method of Instruction Lecture, plus two Exercises

References, Supplemental Readings None.

Evaluation Method Student performance will be assessed on course exam and Capstone Case Study.

Lesson 4 – Contract Award



Introduction

The main basis for this lesson is what contracting personnel need to know about evaluation and awarding a construction contracting.

FAR 36.101 -- Applicability.

(a) Construction and architect-engineer contracts are subject to the requirements in other parts of this regulation, which shall be followed when applicable.

(b) When a requirement in this part is inconsistent with a requirement in another part of this regulation, this Part 36 shall take precedence if the acquisition of construction or architect-engineer services is involved.

236.102 Definitions.

“Construction activity” means an activity at any organizational level of the DoD that—

(1) Is responsible for the architectural, engineering, and other related technical aspects of the planning, design, and construction of facilities; and

(2) Receives its technical guidance from the Army Office of the Chief of Engineers, Naval Facilities Engineering Command, or Air Force Directorate of Civil Engineering.

FAR 36.103 -- Methods of Contracting.

(a) The contracting officers shall use sealed bid procedures for a construction contract if the conditions in [6.401\(a\)](#) apply, unless the contract will be performed outside the United States and its outlying areas. (See [6.401\(b\)\(2\)](#).)

FAR 6.401 (a) Sealed bids. (See [Part 14](#) for procedures.) Contracting officers shall solicit sealed bids if --

- (1) Time permits the solicitation, submission, and evaluation of sealed bids;
- (2) The award will be made on the basis of price and other price-related factors;
- (3) It is not necessary to conduct discussions with the responding offerors about their bids; and
- (4) There is a reasonable expectation of receiving more than one sealed bid.

(b) Competitive proposals. (See [Part 15](#) for procedures.)

- (1) Contracting officers may request competitive proposals if sealed bids are not appropriate under paragraph (a) above.
- (2) Because of differences in areas such as law, regulations, and business practices, it is generally necessary to conduct discussions with offerors relative to proposed contracts to be made and performed outside the United States and its outlying areas. Competitive proposals will therefore be used for these contracts unless discussions are not required and the use of sealed bids is otherwise appropriate.

Discussion Questions:

A non-complicated facilities repair project PR lands on your desk with the requirement “to be awarded ASAP.” Does this situation warrant a waiver to FAR 6.401(a)(1)?

If contracting officer determines that discussions are going to be required, what is one item which must be discussed?

Receipt of Offers, Bids and Proposals

DAU	Evaluation & Award
<ul style="list-style-type: none"> • Receipt of Bid/Proposals <ul style="list-style-type: none"> – Record on Abstract of Offers Construction OF-1419, – At a public Bid Opening – All bids are opened and read aloud – The IGE is disclosed – The apparent low bidder is not determined at this time 	

Receipt of Bids/Proposals

Depending on the procedures utilized for the solicitation, either sealed bids or proposals will be received on the date specified in the solicitation. In either case, the recording of the documents shall be completed in accordance with FAR 14.403 on Optional Form 1419, Abstract of Offers – Construction and, if necessary, Optional Form 1419a, Continuation Sheet.

DAU	Independent Government Estimate (IGE)
<ul style="list-style-type: none"> • Required over \$150,000 • Prepared & submitted to Contracting Officer • Who prepares the IGE and what level of detail? <ul style="list-style-type: none"> – In D-B-B delivery with in-house design - the technical design team. – In D-B-B delivery with outside A/E firm - the A/E contractor. – In D-B contracts the Government has a NTE cost that the D-B firm must design and construct within. 	

Independent Government Estimate

In accordance with FAR 36.203, an independent Government estimate of construction costs shall be prepared and submitted to the Contracting Officer at the earliest practical time for each proposed contract anticipated to exceed the Simplified Acquisition Threshold.

The estimate will be recorded on the Abstract of Offers at the time the bids/proposals are recorded.

Access to the information contained in the detailed Government estimate shall be limited to personnel whose official duties require knowledge of the estimate.

Determining Award

DAU	Opening of Bids
<ul style="list-style-type: none">• Rejection of Bids<ol style="list-style-type: none">1. Any bid that does not conform to essential requirements and specifications2. Any bid that fails to conform to the delivery schedule3. Any bid that imposes conditions that modify requirements of the IFB4. Unreasonable price(s)	

Determining Award

When utilizing source selection procedures, the process of determining award is outlined in FAR 15.3 and will not be covered step by step in this lesson.

When utilizing sealed bidding procedures, a determination must be made of the responsive, responsible bidder with the lowest price.

DAU	Responsiveness & Non-Compliance
<ul style="list-style-type: none">• Responsiveness - Sealed Bidding<ul style="list-style-type: none">– Determined at Bid Opening• Non-compliance - Source Selection<ul style="list-style-type: none">– Determined if discussions are not held• Examples<ul style="list-style-type: none">– Bid Guarantee– Reqs & Certs– Acknowledgement of Amendments– Complies with all aspects of the solicitation	

Responsiveness In accordance with sealed bidding procedures, FAR 14.301 defines responsiveness as a bid that must comply in all material respects with the invitations for bids. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the sealed bidding system. Responsiveness is determined at bid opening since the bidder may not add or subtract to the bid thereafter in order to make the bid

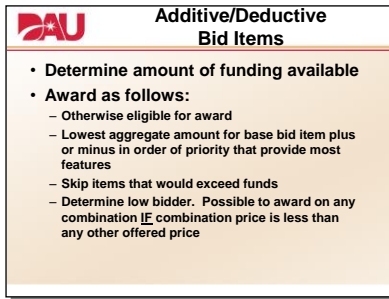
responsive. Examples of solicitation requirements that should be used to determine responsiveness:

- Sufficient bid guarantee
- Acknowledgement of Amendments
- Completed Representations and Certifications (Reps and Certs) – available on-line at <https://www.sam.gov/portal/SAM/##11>
- Determination of Timely Bid/Amendments to Bid

For more guidance see FAR 15.306(a), 14.301 and 14.404-2.

In accordance with source selection procedures, if discussions will be held, responsiveness will not be determined. However, if award will be made without discussions, any offeror not meeting solicitation requirements would be determined noncompliant.

Additive /Deductive Bid Items



Evaluation of Additive/ Deductive Bid Items

Depending on the solicitation requirements, determining the apparent low bidder is not as easy as determining the lowest price offered. If the solicitation contains additive or deductive bid items, the price offered must be assessed in accordance with the stated requirements.

In accordance with DFARS 252.236-7007, prior to opening bids, the Government will determine the amount of funds available (i.e., the control amount) for the project and the low offeror shall be the offeror that –

Is otherwise eligible for award, offers the lowest aggregate amount for the first or base bid item, plus or minus (in order of the stated list of priorities in the bid schedule) those additive or deductive bid items that provide the most features within the funds available.

The Contracting Officer shall evaluate all bids on the basis of the same additive or deductive items. If adding another item from the bid schedule would make the award exceed the available funds for all offerors, the Contracting Officer will skip that item and go to the next item from the bid schedule of priorities and add that item if it is within the available funds.

The Contracting Officer will use the list of priorities only to determine the low bidder. An award may be made on any combination of items if it is in the best interest of the Government; funds are available; and the low offeror's price for the combination to be awarded is less than the price offered by any other responsive, responsible offeror.

The following is an example of additive bid items. The amounts are listed as stated in the list of priorities established on the bid schedule and the amount of funding available for this project is \$100,000. Which offeror provides the lowest price to the Government?

Example of Additive Item

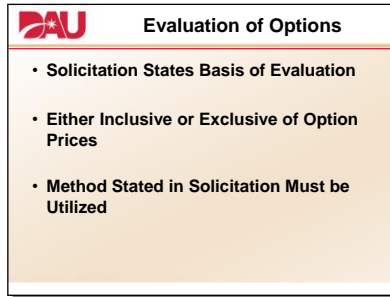
<u>Offeror A:</u>	
<input type="checkbox"/> Base Bid	- \$85,000
<input type="checkbox"/> Additive 1	- \$10,000
<input type="checkbox"/> Additive 2	- \$ 8,000
<input type="checkbox"/> Additive 3	- \$ 4,000
<input type="checkbox"/> Additive 4	- \$ 4,000

<u>Offeror B:</u>	
<input type="checkbox"/> Base Bid	- \$80,000
<input type="checkbox"/> Additive 1	- \$16,000
<input type="checkbox"/> Additive 2	- \$ 7,000
<input type="checkbox"/> Additive 3	- \$ 5,000
<input type="checkbox"/> Additive 4	- \$ 4,000

The best value depends on the control amount:

Control Amount	Award Determination	Award Amount
\$ 90,000		
\$100,000		
\$105,000		
\$110,000		

Options



Options

For both sealed bid and competitive negotiations, if option provisions have been included in the solicitation, the solicitation shall state the basis for evaluation.

The method could be to include option prices when evaluating offered price or to exclude the option prices and evaluate on base price only. The method for

evaluation stated in the solicitation must be utilized.

Options are evaluated during award for construction projects just like option evaluation in any other contracting. The solicitation will state how the option will be handled. Though CONUS may prefer pre-priced options, contracting personnel may be in OCONUS environments, due to the volatility of the local economy, pre-priced options are not feasible.

Review of Contractor Provided Documents

In sealed bidding procedures after initial determination of the apparent low, responsive contractor, the next step is to review other documents provided by the contractor for accuracy in accordance with solicitation requirements.

In source selection procedures, an apparent low offeror is not determined; however, the same items will be reviewed to determine accuracy.

The items for review are the bid guarantee document, subcontracting plan, responsibility determination and performance and payments bonds.

DAU	Waiver of Bid Guarantee
<ul style="list-style-type: none">• Only One Bid/Offer Received• Amount Submitted Less than Required; but is Equal or Greater than Difference between Offered Price and Next Higher Acceptable Price• Bid Guarantee Become Inadequate as a Result of Allowed Correction• Offeror Failed to Sign Bid Bond• Erroneously Dated or No Date At All• Etc...	

Bid Guarantee

In accordance with FAR 28.101, only separate bid guarantees are acceptable in construction acquisitions. In sealed bidding procedures, noncompliance with a solicitation requirement for a bid guarantee usually requires rejection of the bid unless the Contracting Officer waives the requirement.

In source selection procedures, noncompliance with a solicitation requirement for a bid guarantee requires rejection of an initial proposal as unacceptable, if it is later determined to conduct discussions; the deficiency can be discussed and corrected.

The Contracting Officer shall waive the requirement for a bid guarantee in the following situations: [FAR 28.101-4(c)(1-9)]

Only one bid or offer is received.

The amount of the bid guarantee submitted is less than that required, but is equal to, or greater than the difference between the offered price and the next higher acceptable offer.

The amount of the bid guarantee submitted, although less than that required for a maximum quantity but is sufficient for the amount to be awarded. Any award shall not exceed the quantity covered by the bid guarantee.

The bid or proposal is received late and the lateness was waived under FAR 14.304. The bid guarantee becomes inadequate as a result of an allowed correction of a mistake, but only after the deficiency is corrected.

A telegraphic modification is received without corresponding modification of the bid guarantee amount.

An otherwise acceptable bid bond was submitted with a signed offer, but the offeror failed to sign the bid bond.

The bond was erroneously dated or had no date at all, or

A bid bond does not list the United States as the obligee, but correctly identifies the offeror, the solicitation number and the name and location of the project involved



Acceptable Bid Guarantees

When reviewing the bid guarantee, assure the form is acceptable for Government acquisitions. In accordance with FAR 28.201, acceptable forms of bid guarantee securities include:

Corporate securities
Individual securities

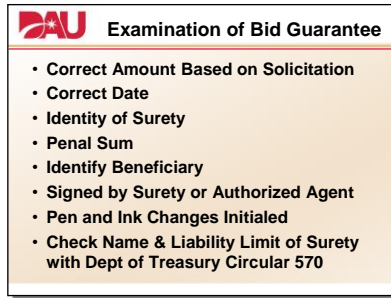
Other types of security authorized in FAR 28.204.

In accordance with FAR 28.204, other types of acceptable securities include:

Depositing certain US bonds or notes in an amount equal to their par value to the penal sum of the bond; or Furnishing a certified or cashier's check, bank draft, Post Office money order, or currency in an amount equal to the penal sum of the bond; or Furnishing a bond secured by an Irrevocable Letter of Credit (ILC) in an amount equal to the penal sum of the bond. The ILC must be irrevocable, unconditional, and shall expire no earlier than 60 days after close of the bid acceptance period.

If these types of securities are deposited, a statement shall be included pledging the security in lieu of execution of the bond form by corporate or individual surety.

Further guidelines are provided in FAR 28.2, Sureties and Other Security For Bonds if additional information is needed




Bid Guarantee Examination

When examining a bid guarantee for sufficiency the following items should be assured:

- Reflect the correct amount based on solicitation requirements. Bear the correct date.
- Identity of the surety and. Identify the beneficiary.
- Bid bond must be signed on behalf of the surety by an authorized agent of the bonding company.
- Make sure that any pen and ink changes are initialed by the agent. Confirm surety name and liability limit on the Listing of Approved Sureties - Department Circular 570 (www.fms.treas.gov)

Mistakes in Bids



Mistakes in bids


- KO charged with examining all submitted bids for mistakes
- If a mistake is found the KO must require the Ktr to verify its bid
- If Ktr alleges an mistake the Ktr must submit all of its bid worksheets and certify that they are the originals
- In order for correction the mistake and the intended bid must be clear and convincing
- A bidder can't displace another bidder unless proof of the mistake and the intended bid are found on the bid itself

14.405 -- Minor Informalities or Irregularities in Bids.

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible

when contrasted with the total cost or scope of the supplies or services being acquired. The contracting officer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Government. Examples of minor informalities or irregularities include failure of a bidder to --

- (a) *Return the number of copies of signed bids required by the invitation;*
- (b) *Furnish required information concerning the number of its employees;*
- (c) *Sign its bid, but only if --*
 - (1) *The unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid (such as the submission of a bid guarantee or a letter signed by the bidder, with the bid, referring to and clearly identifying the bid itself); or*
 - (2) *The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature;*
- (d) *Acknowledge receipt of an amendment to an invitation for bids, but only if --*
 - (1) *The bid received clearly indicates that the bidder received the amendment, such as where the amendment added another item to the invitation and the bidder submitted a bid on the item; or*
 - (2) *The amendment involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item bid upon; and*
- (e) *Execute the representations with respect to Equal Opportunity and Affirmative Action Programs, as set forth in the clauses at [52.222-22](#), Previous Contracts and Compliance Reports, and [52.222-25](#), Affirmative Action Compliance.*

 Mistakes in bids
<ul style="list-style-type: none">• Examples of bid mistakes:<ul style="list-style-type: none">– Unit Price Error: 2 items x \$2.00/item = \$5.00<ul style="list-style-type: none">• Correction will be made to \$4.00– Summation Error: Correction of an incorrect sum total of a column of numbers is allowed as long as all costs in the column are shown.– Displacing a Bidder Error: If either/or both of the above two errors are on the bid itself, then a second-low bidder can displace the apparent low bidder.– Judgment Error: Omitting an item of work on from an estimate is never allowed.

FAR 14.407-1 -- General.

After the opening of bids, contracting officers shall examine all bids for mistakes. In cases of apparent mistakes and in cases where the contracting officer has reason to believe that a mistake may have been made, the contracting officer shall request from the bidder a verification of the bid, calling attention to the suspected mistake. If the bidder

alleges a mistake, the matter shall be processed in accordance with this section [14.407](#). Such actions shall be taken before award.

14.407-2 -- Apparent Clerical Mistakes.


(a) Any clerical mistake, apparent on its face in the bid, may be corrected by the contracting officer before award. The contracting officer first shall obtain from the bidder a verification of the bid intended. Examples of apparent mistakes are --

- (1) Obvious misplacement of a decimal point;*
- (2) Obviously incorrect discounts (for example, 1 percent 10 days, 2 percent 20 days, 5 percent 30 days);*
- (3) Obvious reversal of the price f.o.b. destination and price f.o.b. origin; and*
- (4) Obvious mistake in designation of unit.*

(b) Correction of the bid shall be effected by attaching the verification to the original bid and a copy of the verification to the duplicate bid. Correction shall not be made on the face of the bid; however, it shall be reflected in the award document.

(c) Correction of bids submitted by electronic data interchange shall be effected by including in the electronic solicitation file the original bid, the verification request, and the bid verification.

Exercise



Exercise
Bid Analysis - Determining Award

- Blackboard Tab 4 Evaluation and Award:
- Approximately 1 hr
- Determine Responsiveness
- Based on the various control amounts, **Determine Award:**
 - Contractor
 - Bid Items awarded
 - Award amount

Non-graded exercise will be done in Blackboard.

There are two parts:

Part A - Responsiveness: With the documents provided, perform an analysis and make a determination of responsiveness of each bidder.

Part B - Price Reasonableness: Price reasonableness must be determined prior to award of any contract. Study the abstract prices and the Government estimate and determine that prices are, or are not, reasonable.

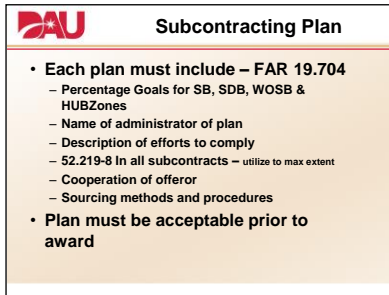
The scenario for exercise is as follows:

- IFB was opened at the appointed time and hour on 06 Dec 20XX.
- There were no late bids.
- The bid called for Various Repairs and Alterations to Building 560.
- It is a project to renovate an existing building converting it into housing for students who will be attending the Contracts Training Center.
- The schedule provides for a Base Bid and three additive bid items to be awarded if sufficient funds are available.
- The solicitation was issued as “unrestricted,” allowing both small and large businesses to participate.
- There were two amendments issued as follows:
 - Amendment Number 0001 was merely an administrative change, having nothing to do with bidding.
 - Amendment Number 0002 incorporated a Davis Bacon Wage Rate modification increasing the wages of a journeyman electrician 02 cents an hour and increasing fringe benefits slightly by allowing 8 hours additional paid vacation time. The change was determined to have a rather insignificant effect on cost for the contractor when compared to the overall costs related to the contract. As a matter of fact, the Government Estimate reflects only a modest \$250 overall increase relating to the modified wage rate.
- Five bids were received and recorded on the abstract form.

Each scenario has a set amount available at bid opening with the customer obtaining additional dollars prior to award.

Determine the lowest evaluated bidder based on the initial control amount and then determine what additional items could be awarded with the increase of funds.

Subcontracting Plan



Subcontracting Plan

In accordance with FAR 19.702(a)(2), in sealed bidding acquisitions for construction greater than \$1,500,000 the bidder selected for award shall submit a subcontracting plan, unless the bidder is a small business

In accordance with FAR 19.702(a)(1), if using negotiated procedures for construction greater than \$1,500,000, the contracting officer will only request a subcontracting plan from the apparent successful offeror, unless the offeror is a small business. However, in accordance with FAR 19.705-2(d) contracting officers, under certain circumstances, may require subcontracting plans with initial offers.

In accordance with FAR 19.704, each subcontracting plan must include


- (1) Separate percentage goals for SB, VOSB, SDVOSB, HUB Zone, SDB, and WOSB.
- (2) A statement of total dollars planned to be subcontracted and total dollars planned to be subcontracted to small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to small business concerns.
- (4) Description of the methods used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business concerns.
- (7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to ensure that small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the FAR clause 52.219-8, Utilization of Small Business Concerns, will be included in all subcontracts.

- (10) Assurances the offeror will cooperate in any studies or surveys requested by the Government and submit periodic reports.
- (11) Sourcing methods and procedures.

Acceptance of the Plan

The offeror must submit an acceptable plan to the Contracting Officer prior to award. If the offeror fails to submit an approved plan, the offeror would be ineligible for award. Once the plan is approved, it is incorporated into the contract.

Determining Responsibility

 Responsibility
<ul style="list-style-type: none">• Determined IAW FAR 9.1• No award unless an affirmative determination of responsibility• Same requirements for construction

Determination of Responsibility

In accordance with FAR 9.1, no award of a contract shall be made unless the Contracting Officer makes an affirmative determination of responsibility. This is the same requirement for construction solicitations.

FAR 9.104-1

To be determined responsible, a prospective contractor must-

(a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record (see 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations

Performance and Payment Bonds

DAU Performance & Payment Bonds

- Define – Original contract price
- 100 percent of the original contract price; as well 100 percent of contract price increases
- Review Process Identical to Bid Guarantee Review
- Shall Be Received Prior to Receiving Notice to Proceed or Being Allowed to Begin Work

Performance & Payment Bonds

In accordance with FAR 28.102, requires performance and payment bonds for any construction contract exceeding \$150,000. For construction contracts greater than \$35,000, but not greater than \$150,000, the contracting officer shall allow alternate payment protections like an irrevocable letter of credit.

28.102-2 -- Amount Required defines “Original contract price” as:

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

For Contracts that exceed \$150,000, unless the contracting officer determines that a lesser amount is adequate for the protection of the Government, the penal amount of performance and payment bonds must equal--


- (i) 100 percent of the original contract price; and
- (ii) If the contract price increases, an additional amount equal to 100 percent of the increase.

(This coverage also applies to contracts greater than \$35,000, but not greater than \$150,000, for payment protection only)

The review process for performance and payment bonds is identical to bid guarantee review

In accordance with FAR 28.102, the contractor shall furnish all acceptable bonds or alternate payment protections **before receiving a notice to proceed with the work or being allowed to start work.**

Award

	Award
<ul style="list-style-type: none">• Review funding document to ensure correct fund citation and amount• Public Announcement DFARS 205.303 – actions over \$7 million• Synopsized IAW FAR subpart 5.3• CAR IAW DFARS PGI 204.606	

Award

Prior to executing the award document, examine the funding document to ensure it has the correct fund citation and is of a sufficient amount to make award.

In accordance with DFARS 205.303, all contractual actions, including modifications that have a face value, excluding unexercised options, of more than \$7 million require public announcement of contract awards. This must be completed prior to 5:00pm on the day of award (see FAR 5.303 for further guidance).

Construction awards are synopsized in accordance with FAR subpart 5.3 and require no special considerations.

Construction awards may require a CAR to be completed IAW DFARS PGI 204.606.

Exercise Performance and Payment Bonds Review-

Non-graded exercise will be done in Blackboard.

You have issued the Notice of Award to the low bidder Ace Construction for the Base bid and all of the additive bid items in the amount of \$1,433,000. The Notice of Award was issued on Dec. 6, 20XX.

Assume for the purpose of the exercise that the power of attorney documents have been received and are on file for the bonds.


The Subcontracting Plan has been approved.

The following documents are provided for the exercise. There were two amendments issued as follows:

- Performance and Payment Bond Checklist
- Performance and Payment Bonds for Ace Construction

Determine if the Performance and Payment Bonds for Ace Construction are sufficient. In accordance with the contract requirements, the amount of the performance bond should be 100% of the contract award amount and the payment bond should be 100% of the contract award amount.

Summary

 In Summary...

- Give several examples of Responsiveness
- What items are required at bid opening?
- When is an Approved Subcontracting Plan Required?
- When Must Performance and Payment Bonds Be Furnished?

Summary

Award has been made and the day-to-day administration of a construction contract awaits the contracting team

Give several examples of responsiveness


•

What items are required at bid opening?

When is an Approved Subcontracting Plan required?

When must Performance and Payment Bonds be furnished?

A note about homework!

 Lesson 6

SANTA FE (Pg. 6-7 to 6-9)

STUYVESANT DREDGING (Pg. 6-13 to 6-18)

FEDERAL CONTRACTING (Pg. 6-21 to 6-23)